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# MSN Subscription Agreement

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## MSN Subscription Agreement

Last Updated: March 2003

### AGREEMENT BETWEEN YOU AND THE MICROSOFT CORPORATION

#### 1. INTRODUCTION

- 1.1 This MSN Subscription Agreement (the "Subscription Agreement") is a legal agreement between you and Microsoft Corporation and governs your use of any of the following services (individually and collectively, "MSN"): MSN Internet Access, MSN 8 Dial-Up, MSN 8 Broadband, MSN Broadband, MSN DSL, MSN High Speed DSL, MSN High Speed Satellite, MSN Dial-Up Internet Access any other MSN branded Internet access service, and MSN 8 Internet Software, and including updates and upgrades to each service. MSN is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained in this Subscription Agreement. If you do not agree to this Subscription Agreement do not subscribe to or use MSN.
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- 1.3 Your use of a particular Web site or service within MSN may be under additional terms, codes of conduct or guidelines, including without limitation, particular features or offers such as sweepstakes or chat areas (the "Additional Terms"). Your acceptance of this Subscription Agreement constitutes your acceptance of any Additional Terms applicable to any Web site or service within MSN. In the event that anything in this Subscription Agreement conflicts with the Additional Terms then this Subscription Agreement shall control.

### 2. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

- 2.1 MSN adheres to the MSN Statement of Privacy for the collection and use of your personal information. You can review the MSN Statement of Privacy at http://privacy.msn.com. You should periodically review the MSN Statement of Privacy as it is updated on a regular basis.
- 2.2 As part of your MSN subscription, you may have obtained a Microsoft .NET Passport account. Please see the .NET Passport privacy statement at http://www.passport.com/Consumer/PrivacyPolicy.asp?PPlcid=1033 to review how .NET Passport helps protect your personal information while you use the .NET Passport Web site (www.passport.com), and use the .NET Passport Services at participating Web sites.

#### 3. MEMBER ACCOUNT, PASSWORD, AND SECURITY

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Your subscription to MSN requires you to open an account, provide us with current, complete and accurate sign-up information, and choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. Microsoft is not responsible for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be responsible for losses incurred by Microsoft or another party due to someone else using your account or password.

### 4. MODIFICATION OF THIS SUBSCRIPTION AGREEMENT

In the event that Microsoft desires to make any changes or additions to the terms, conditions, and notices involving MSN, including any terms related to pricing, discontinuation of plans and billing, then Microsoft will notify you of such changes or additions at least 30 days in advance of the effective date of any such changes or additions. The form of such notification may be, but is not required to be, e-mail, online via one or more of the Web sites within MSN (for example, on the MSN Support Desk area at <a href="http://www.support.msn.com">http://www.support.msn.com</a>), or other electronic notice. In the event you do not agree to such changes or additions, then you must cancel your subscription and stop using MSN prior to the effective date of such changes or additions. Your continued use of MSN after the effective date of such changes or additions constitutes your acceptance of and agreement to such changes or additions.

# 5. PERSONAL AND NON-COMMERCIAL USE LIMITATION

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#### 7. NO UNLAWFUL OR PROHIBITED USE

7.1 As a condition of your use of MSN, you shall not use MSN for any purpose that is unlawful or prohibited by this Subscription Agreement. You may not use MSN in any manner that could damage, disable, overburden, or Impair any Web site or service within MSN (or the networks connected to any Web site or service within MSN) or interfere with any other party's use and enjoyment of MSN. You may not attempt to gain unauthorized access to MSN, other accounts, computer systems or networks

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connected to any Web site or service within MSN, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through MSN. You agree to abide by all applicable local, state, national and international laws and regulations.

7.2 When using MSN you are subject to all the rules specified by the services and Web sites you visit. This includes Web sites and services within MSN as well as services and Web sites operated by third parties. If another party reports that you have violated their rules, you agree that Microsoft may take appropriate action just as if you had violated this Subscription Agreement. You may not use simultaneous, unattended, or continuous connections to MSN through a dial-up connection with one account without a subscription permitting such use (if available).

### 8. USE OF SERVICES; OPERATION OF SERVICES

8.1 MSN contains e-mail services, and may contain bulletin board services, chat areas, news groups, forums, communities, personal Web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable you to communicate with others. You shall only use MSN to post, send, and receive messages and material that are proper and, when applicable, related to the particular MSN service. By way of example, and not as a limitation, you agree that when using MSN you will not:

- Use MSN in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise).
  - Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
  - Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Publish, post, upload, distribute or disseminate any topic, name, material or information that incites discrimination, hate or violence towards one person or a group because of their belonging to a race, a religion or a nation, or that insults the victims of crimes against humanity by contesting the existence of those crimes.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents to do the same.
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- Restrict or inhibit any other user from using and enjoying MSN.
- Violate any code of conduct or other guidelines which may be applicable for any particular MSN service.

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- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a
  person or entity any directory of users of a Web site or service within MSN or
  other user or usage information or any portion thereof.
- Send unsolicited e-mail or instant messages through third-party mail servers to relay your message or hide the origination of your message or any other message to others.
- Use your e-mail accounts in the text of unsolicited e-mail messages or Web sites as an address to which subscribers, members or other Internet users can respond.
- View, intercept, or attempt to intercept e-mail or other private communications not intended for you.
- 8.2 Microsoft has no obligation to monitor MSN. However, Microsoft reserves the right to review materials posted to any MSN service and to remove any materials in its sole discretion. Microsoft reserves the right to terminate your access to MSN or any MSN service at any time, without notice, for any reason whatsoever. Microsoft reserves the right at all times to edit, refuse to post or to remove any information or materials, in whole or in part, in Microsoft's sole discretion.
- 8.3 Always use caution when giving out any personally identifiable information about yourself or your children in MSN. Microsoft does not control or endorse the content, messages or information found in MSN that are posted by users or other third parties and, therefore, Microsoft specifically disclaims any liability with regard to such content, messages or information and any actions resulting from your participation in any MSN service which permits posting of content, messages or information. Managers and hosts are not authorized Microsoft spokespersons, and their views do not necessarily reflect those of Microsoft.
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### 9. MSN ASSOCIATED ACCOUNTS

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9.1 Microsoft may allow you to have additional member accounts associated to your MSN account ("Associated Accounts"). You may allow other household members (including minors) to use your Associated Accounts, provided that you agree to pay all charges that are incurred by yourself or others utilizing the Associated Accounts. As between Microsoft and you, you are solely responsible for all usage of the Associated Accounts, including any violations of this Subscription Agreement, which may include, but is not limited to, Roaming Charges, as defined in Section 10.3, and telecommunication charges for connecting to MSN, such as long distance charges. Your MSN account (Including any Associated Accounts) will be terminated for violations of this Subscription Agreement by yourself or others utilizing an Associated Account. Your right to the Associated Accounts, if any, is personal to you; no person utilizing an Associated Account has any right to your MSN account (including your Associated Accounts). You shall not assign, transfer, resell, sublicense or otherwise distribute your right or access to the Associated Accounts. You acknowledge that you are aware that some areas of MSN and the Internet may contain material that is unsuitable for minors. Even if you utilize the MSN "parental control" service to assist in blocking or inhibiting the display of such unsultable material, you agree to supervise usage by minors whom you permit to use your MSN account.

9.2 If you are the user of an Associated Account, you acknowledge and agree that the party being billed for the MSN subscription (that is, the party who is responsible for the credit card or other payment account associated with the Billing Account) has the right to terminate the subscriber account and all Associated Accounts at any time, make changes to the subscriber account information and Associated Accounts, and to request and receive usage information related to such accounts, including but not limited to the Internet browsing history for any Associated Account.

#### 10. CHARGES AND BILLING

10.1 Charges On Your Billing Account. Microsoft bills you through an online account (your "Billing Account") for services and items obtained under this Subscription Agreement (the "Products"), including your MSN subscription. You agree to pay Microsoft all charges at the prices then in effect for any Products ordered by you or other persons (including your agents) using your Billing Account (for example, under an Associated Account), and you authorize Microsoft to charge your payment method (your "Payment Method") for such Products. You agree to make payment using that selected Payment Method. You will have one billing statement available online (your "Online Statement") per Billing Account. Microsoft reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. If Microsoft does not receive payment from the provider of your Payment Method (the "Payment Method, Provider"), you agree to pay all amounts due on your Billing Account upon demand. Microsoft reserves the right to limit the selection of, and changes to, your Payment Method Provider.

YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT IN ORDER TO RECEIVE THE PRODUCTS ORDERED. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY MICROSOFT IF YOUR PAYMENT METHOD IS CANCELED (FOR EXAMPLE, FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT HTTPS://BILLING.MICROSOFT.COM. IF YOU FAIL TO PROVIDE MICROSOFT ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT MICROSOFT MAY CONTINUE CHARGING YOU FOR ANY PRODUCT PROVIDED UNDER YOUR BILLING ACCOUNT, UNLESS YOU HAVE TERMINATED YOUR SUBSCRIPTION FOR SUCH PRODUCT

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(CONFIRMED IN WRITING UPON REQUEST).

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If the amount to be charged to your Billing Account varies from the amount you have preauthorized, whether as a result of your selection of a new subscription plan, or a change in pricing of your current subscription plan, you have the right to receive, and Microsoft will provide, notice of the amount to be charged and the date of the charge at least 10 days before the scheduled date of the transaction. In the event the change in the amount to be charged is attributable to a change in the pricing of your existing subscription plan and you do not agree to such change, then you must cancel your subscription and stop using MSN prior to the effective date of such change. Your continued use of MSN after the effective date of such change constitutes your acceptance of and agreement to such change. Any agreement you have with the Payment Method Provider will govern your use of that Payment Method. You agree that Microsoft may accumulate charges incurred during one or more of your monthly billing cycles and submit them as one or more aggregate charges at any time.

MICROSOFT MAY SUBMIT ALL PERIODIC CHARGES (FOR EXAMPLE, MONTHLY) FOR YOUR MSN SUBSCRIPTION, OR FOR ANY OTHER FEE-BASED SERVICE YOU ORDER THAT WILL BE CHARGED ON A MONTHLY OR OTHER PERIODIC BASIS, ON SUCH MONTHLY OR OTHER PERIODIC BASIS WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (CONFIRMED IN WRITING UPON REQUEST) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE MICROSOFT REASONABLY COULD ACT. TO TERMINATE YOUR

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AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO HTTPS://BILLING.MICROSOFT.COM.

Your continued use of the Products on your Billing Account reaffirms that Microsoft is authorized to charge your Payment Method. Microsoft may submit those charges for payment and you will be responsible for such charges. Those submissions will not waive Microsoft's right to seek payment directly from you. Your charges for your MSN subscription are monthly in advance, and the charges for any other Product may be payable in advance, in arrears, per usage, or as otherwise described when you initially ordered the applicable Product.

Certain services associated with MSN may require the payment of additional fees (including, without limitation, set-up, repair, additional equipment, missed appointment, line maintenance, upgrade and repair, initial activation and reactivation, transfer and relocation) and you agree to pay such fees at the prices then in effect as specified for such service to either Microsoft or its designated service provider. You agree that Microsoft may pass your account information (including, without limitation, credit card number) to its designated service provider of such additional services for their use in charging you for appropriate services rendered. Charges on your Billing Account will be summarized for you on your Online Statement.

- 10.2 Refund Policies. Subject to any withdrawal right you may have under applicable law, charges are non-refundable unless the price plan terms expressly say otherwise. Except as otherwise required by law, the costs of any returns if permitted will be at your expense.
- 10.3 Dial-up Access Phone Numbers; Hours. It is possible the access number you program your dial-up modem to use to connect to MSN may be a telephone number that results in additional or long distance charges being billed to you by a third party, even if such number was presented by MSN as an appropriate access number for your area. You are solely responsible for determining whether the access number you use is subject to any additional charges. It is your responsibility to contact your telephone company to determine whether the access number you select is subject to additional charges. You agree to pay any charges you incur by using a long distance telephone number to connect to MSN, including those that may be billed to you by a third party. Microsoft will not reimburse you for any charges incurred by you as a result of selecting an access number that is subject to additional and/or long distance charges. You also agree to pay any additional charges you incur if you connect to MSN through an MSN telephone number while you are in a country that is not the country associated with your MSN account (hereinafter referred to as "Roaming Charges"). Roaming Charges are in addition to any long distance telephone charges you may incur when connecting to MSN from another country. Please check the MSN Support Desk area at http://www.support.msn.com to view the current rates for MSN Roaming Charges. You will incur additional charges if your usage of MSN exceeds the number of hours covered by your applicable subscription plan.
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copy of your Online Statement, you will be charged a retrieval fee. To request a paper copy of your Online Statement, go to https://billing.microsoft.com. Paper copies of your Online Statement will only be provided for a period of 120 days from the date of the Online Statement.

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10.6 Default. If Microsoft does not receive payment for any charge to your Billing Account, you will be in default and Microsoft may suspend or cancel your Billing Account and your access to MSN and any or all other Microsoft Products. If your Payment Method Provider seeks return of payments previously made to Microsoft, but Microsoft in good faith believes that you are liable for the charge and applicable law allows the Payment Method Provider to seek payment from you, you will also be in default and Microsoft may cancel your Billing Account and your access to MSN and any or all other Products. CANCELLATION OR SUSPENSION FOR DEFAULT MAY BE MADE WITHOUT PRIOR NOTICE TO YOU AND UPON SUCH CANCELLATION OR SUSPENSION, MICROSOFT MAY STOP DELIVERY OF MSN AND ANY OTHER PRODUCT, AND ANY INFORMATION YOU HAVE STORED ON A MICROSOFT SERVICE MAY NOT BE RETRIEVED AT A LATER DATE.

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- 13.1 You acknowledge and agree that Microsoft or its designated service provider may be required to access your premises and/or computer in order to install or repair the components necessary for you to access certain MSN services. This may include opening your computer to install, repair or replace equipment and/or installing software on your computer or in your location. By accepting the Agreement, scheduling a service visit and permitting Microsoft or its designated service provider to enter your home, you are hereby authorizing Microsoft or its designated service providers to access your computer for the purpose of installing, repairing or replacing the components needed to access such services and to work with your telephone provider, if necessary, to make such service available through your designated telephone number.
- 13.2 You are solely responsible for ensuring that all information and software embodied on your computer is stored or backed up appropriately as necessary before Microsoft or its designated service providers service or repair your computer, or you contact Microsoft for technical support.
- 13.3 MICROSOFT AND ITS DESIGNATED SERVICE PROVIDERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR SUPPORT SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER OR FOR ANY MODIFICATIONS MADE TO YOUR COMPUTER SYSTEM INCLUDING MODIFICATIONS OR DELETION OF FILES.
- 13.4 Timeframes for installations, if provided, are not guaranteed and may vary based on the types of services requested and based on provisioning and billing arrangements with the designated service providers.

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